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of interpleader. *Held*, that the highest bidder is entitled to the vessel. *United States v. Levinson*, 267 Fed. 692 (C. C. A.).

It is not an unreasonable interpretation of the facts that the Secretary was by law bound to sell to the highest bidder. Under this view, the case is supportable on the proposition that those who deal with public officers are presumed to know the extent of their authority. See *Filor v. United States*, 9 Wall. (U. S.) 45; *Dement v. Rokker*, 126 Ill. 174, 199. Under a different view, namely, that the President's order allowed the Secretary to select the buyer at his discretion, the case might raise the question whether a sovereign is subject to estoppel *in pais*. While estoppel by deed or by record may be set up against the sovereign, the courts are reluctant to allow equitable estoppel. See 19 HARV. L. REV. 126. In strong enough cases, however, it has been held that considerations of justice between the immediate litigants might override the argument of public policy and estoppel *in pais* be allowed. *Walker v. United States*, 139 Fed. 409. It is submitted that the essence of estoppel is unfairness to one party, and if it is to be allowed against the sovereign at all, it is unsound to distinguish between degrees of unfairness or kinds of estoppel. Only where the application of the doctrine would impair an inherent sovereign attribute of the state should the state be free from its operation. See *Chicago, etc. Ry. Co. v. Douglas County*, 134 Wis. 197, 114 N. W. 511.

**FALSE PRETENSES — PROMISE MADE WITH INTENT NOT TO KEEP AS A MISREPRESENTATION OF FACT.** — The defendant obtained money from farmers in supposed payment for groceries, by declaring that he would immediately send in their orders to the wholesale grocers whom he represented, for filling and shipment by them. The defendant never sent in the orders, and absconded with the money. Evidence was admitted to show that he had never intended to send them in, and he was convicted of obtaining money by false pretenses. *Helsey v. State*, 193 Pac. 50 (Okla.).

A false statement as to one's intention is a misrepresentation of fact sufficient to serve as the basis of an action for fraud. *Edgington v. Fitzmaurice*, 29 Ch. D. 459; *Adams v. Gillig*, 199 N. Y. 314, 92 N. E. 670. Furthermore the making of a promise which the promisor, at the time of making, does not intend to keep, is held to be a misrepresentation of his intention, for the purposes of a civil action. *Langley v. Rodriguez*, 122 Cal. 580, 55 Pac. 406; *Sallies v. Johnson*, 85 Conn. 77, 81 Atl. 974. For the purposes of the criminal law, some courts have taken the first step, and have declared a misrepresentation of intention to be sufficient basis for a prosecution for obtaining money by false pretenses. *State v. Dowe*, 27 Ia. 273; *State v. Cowdin*, 28 Kan. 269. See *Queen v. Gordon*, 23 Q. B. D. 354, 360. The criminal courts have hesitated, however, to hold that a promise not intended to be kept is a misrepresentation of fact. *Commonwealth v. Althause*, 207 Mass. 32, 93 N. E. 202. But see *Regina v. Jones*, 6 Cox C. C. 467, 469. The reason is, probably, the fear of a tendency to regard every promise subsequently broken, as having been made with an intention not to keep it. But this would seem to be sufficiently guarded against by the requirement, in criminal cases, of proof beyond a reasonable doubt. The civil cases show that a false statement of this sort is as dangerous to the general security of transactions as any other false representation. Only a very narrow interpretation of the criminal statutes has let it go unpunished.

**ILLEGAL CONTRACTS — CONTRACTS AGAINST PUBLIC POLICY — AGREEMENT TO ARBITRATE ALL DIFFERENCES — EXECUTED AWARD.** — A contract provided that all disputes arising under it should be settled by submission to arbitrators. Disputes so arising were submitted and an award granted. In an action to enforce the award the defendant contends that the contract provision and hence the award is invalid as ousting the jurisdiction of the